

# COLLECTIVE BARGAINING AGREEMENT

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**THE TOWN OF UPTON and UPTON PERMANENT FIRE FIGHTERS ASSOCIATION LOCAL  
3338A, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, CLC**

**January 5, 2016**



COLLECTIVE BARGAINING AGREEMENT between  
THE TOWN OF UPTON and  
UPTON PERMANENT FIRE FIGHTERS ASSOCIATION, LOCAL 3338A, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, CLC

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## **COLLECTIVE BARGAINING AGREEMENT**

In this Agreement, and in any other Agreements entered into to supplement or amend this Agreement, the Town of Upton is hereinafter referred to as the "TOWN", the Municipal Employer acting by and through its Board of Selectmen, and Local 3338A of the International Association of Fire Fighters, is hereinafter referred to as the "UNION."

### **ARTICLE I: RECOGNITION**

The Town of Upton recognizes the Upton Permanent Firefighters Association as the sole and exclusive bargaining agent for regular full-time Firefighters employed by the Town excluding all call firefighters, clerical or administrative employees, Fire Chief, Deputy Fire Chief, and all other Town Employees.

### **ARTICLE II: EMPLOYEES' RIGHT AND REPRESENTATION**

Employees have, and shall be protected in the exercise of, the right, freely, and without fear of penalty or reprisal, to join and assist in the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union Officer or representative, or otherwise, and including the right to present Union views and positions to the public, to officials of the Town and the Fire Department, to the Town Meeting and to members of the General Court, or to any other appropriate authority or official, provided the exercise of such rights does not circumvent the tenets of good faith bargaining pursuant to M.G.L. Chapter 150E and the attendant Labor Relations Case Law.

Without limiting the foregoing, the Town agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreements with such group or organization, which would violate any right of the Union under this Agreement.

Further, no department official, representative, agent or employee of the Town shall:

1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Union.
2. Interfere with the formation, existence, operation, administration or negotiations of the Union.
3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the union; or otherwise act to the disadvantage of work opportunities or earning power of employees covered by this agreement.
4. Discriminate against an employee because he/she has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences as part of the Union, or in his/her own behalf, or



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5. Refuse to meet and negotiate, or confer on matters with the officers or representatives of the Union.

Employees shall be entitled to inspect his/her personnel file at any reasonable time and shall be given notice of additions to their personnel file. Review of Employee personnel file will be consistent with the Town of Upton's Personnel By-Law, regarding the review of the employee file.

### **ARTICLE III: MANAGEMENT RIGHTS**

Subject to G.L.C. 150 E and to the provisions of this agreement, the Town shall not be deemed to have been limited in any way in the exercise of the regular and customary function of the Municipal Management and shall be deemed to have retained and reserved, unto itself, all the powers, authority and prerogatives of Municipal Management including, but not limited to, to operate and direct the working forces; to plan, direct and control all the operations and services of the Department; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to work or other legitimate reasons: to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities; except to the extent expressly abridged by a specific provision of this agreement.

The Town Personnel By-law shall be incorporated into this Agreement by reference with regard to those items not addressed in this Agreement.

The Parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in the Agreement. As to any such matter over which the contract is silent, the Town reserves the right to make changes so long as said changes do not change working conditions to the members.

### **ARTICLE IV: STABILITY AGREEMENT**

#### **Section 1**

No agreement, understanding alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

#### **Section 2**

The Failure of the employer or of the Union to insist, in any one or more incidents, upon performance of any of the terms, or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or of the Union to future performance of any such terms or conditions, and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.



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### ARTICLE V: GRIEVANCE PROCEDURE

#### Section 1

Any grievance or dispute between the parties, relative to the application, meaning or interpretation of the Agreement shall be settled in the following manner.

Step 1 The employee and/or Union representative shall discuss his/her grievance with the Fire Chief or his/her designee within ten (10) working days of having been of knowledge of having been aggrieved. The Fire Chief's response shall be due within ten (10) working days of the date of his/her discussion with the Grievant.

Step 2 If the matter has not been resolved at Step 1, the Union representative, with or without the aggrieved employee, may submit the grievance to the Town Manager, in writing, within ten (10) working days of the date of the Fire Chief's response. The Town Manager's written decision shall be due within ten (10) working days of their receipt of the grievance.

Step 3 If the matter has not been resolved at Step 2, the Union representative, with or without the aggrieved employee, may submit the grievance in writing to the Board of Selectmen within ten (10) working days of receipt of decision of the Town Manager. The Board of Selectmen shall have ten (10) working days to issue their decision.

Step 4 If the grievance has not been resolved at Step 3, the Union may submit the grievance to arbitration through the American Arbitration Association (AAA) within thirty (30) days of the decision of the Board of Selectmen's response. A copy of the request for Arbitration shall be mailed by certified mail to the Board of Selectmen. The decision of the Arbitrator shall be final and binding on both the Town and the Union.

#### Section 2

The expense for the Arbitrator's service and proceedings shall be borne equally by the Town and the Union. The parties shall be solely responsible for their own cost of Legal representation and record of the proceedings.

#### Section 3

The parties agree that time limits and steps may be extended or waived by mutual agreement. Requested time extensions shall not be unreasonably denied. Any and all agreements shall be in writing and signed by both the Chairman of the Board of Selectmen and a Union representative.

### ARTICLE VI: PERSONNEL ACTION

No Bargaining Unit member shall be removed, dismissed, demoted, discharged, suspended or disciplined except for Just Cause.



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### ARTICLE VII: WORK SCHEDULE

The work schedule shall be Monday through Saturday, three (3) fourteen (14) hour shifts or four (4) eight and one half (8.5) hour and one (1) eight (8) hour shifts Monday through Friday, straight time, per week for a total of forty two (42) hours per week. Shift and rotations as follows:

#### *Firefighter/EMT*

Monday, Tuesday and Thursday 07:00 hours to 2100 hours

“Business/Impact Shift”: Monday through Thursday 0730 hours to 1600 hours and Friday 0800 hours to 1600 hours

Wednesday, Friday and Saturday 0700 hours to 2100 hours

#### *Firefighter/Medic*

Sunday, Monday and Wednesday 0700 hours to 2100 hours

Tuesday, Thursday and Friday 0700 hours to 2100 hours

### ARTICLE VIII: OVERTIME AND RECALL

1. Overtime shall be paid for all hours worked in excess of an employee's shift at time and one-half (1½) their regular hourly rate of pay.
2. A shift is defined as a fourteen (14), an eight and one half (8.5) or eight (8) hour work day.
3. Employees recalled to duty shall be paid time and one half (1½) his/her regular hourly rate of pay for a minimum of two (2 hours).
4. Employees held over from his/her shift shall be paid overtime in one-half (½) hour increments.
5. Shift swaps shall be allowed, with the approval of the Fire Chief so long as they do not result in overtime to the Town.
6. The work schedule of members shall not be altered for the purpose of avoiding overtime.
7. Bargaining Unit members shall have the right of first refusal of regular open shifts and details as defined in Article VII. Career Firefighter/EMT shifts shall be filled first by Career Firefighter/EMT then Career Firefighter/Medics before offered to Call/Firefighter/EMT. Career Firefighter/Medic shifts shall be offered to Career Firefighter/Medic first then Call Firefighter/Medics, Call Medics and Per Diem Medics. If shift is unable to be filled by a Medic it would revert to the Career Firefighter/EMT offering as above. However, in the event that a bargaining unit member is unable to work for a period of more than thirty (30) days, the Town may fill open shifts with a call/volunteer that is a certified Firefighter/EMT or Firefighter/Medic.

The employer shall maintain a book of bargaining unit members starting with the most senior to the least senior and it rotates through. If the bargaining unit member is not available for the shift



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the name goes to the bottom of the list. The book shall be available to bargaining unit members 24/7 to use.

8. Bargaining Unit Members shall be dismissed at the same time as non-union regular employees from any recall or extended shifts.

9. The Town may utilize qualified members of the Call department to accept shifts on Saturdays and Sundays to supplement the bargaining unit member working on those days, provided that the call/volunteer staff has a sufficient level of certification as determined by the Fire Chief.

## ARTICLE IX: COURT TIME, JURY DUTY

### Section 1

Any Bargaining Unit Member summoned to appear in court in connection with his/her duties with the Town of Upton shall be released from duty without loss of pay. Any member who is summoned on his/her off duty time shall be paid a minimum of two-hours (2) overtime for the court appearance.

### Section 2

Any Bargaining Unit Member who is called to Jury Duty shall be released from duty without loss of pay. Any compensation received by the member for Jury duty shall be turned over to the Town.

## ARTICLE X: VACATION

Vacation time is earned on an accrual basis. The accrual rate is shown in the table below. Vacation hours are calculated using the following formula:

(Regular Hours Worked) times (Accrual Rate Factor) equals Vacation Hours

	Accrual Rate		
Years of Service	Factor	FT Hours	Vacation
Less than one	.0192	2184	42 Hours
One but less than five	.0385	2184	84 Hours
Five but less than ten	.0577	2184	126 Hours
Ten or more	.077	2184	168 Hours
Twenty or more	.0962	2184	210 Hours

Example: [employee of 1-5 years]: 1040 hours worked / year [20 hours per week] x 0.0385 = 40 hours = 2 weeks.

Probationary employees will accrue vacation days but will not be allowed to use this benefit until it is earned, at the end of their probationary period.



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1. Employees are allowed to carry over up to thirty-days (30) of vacation into the following fiscal year with the recommendation of the Fire Chief and approval of the Hiring Authority. The Fire Chief should manage this situation to ensure the time is used within a reasonable time frame.
2. Vacation pay may be given in advance provided two weeks' notice is given to the Town Accountant with approval of the Fire Chief or their designee.
3. Any unused earned vacation time remaining at the time of an employee's termination will be paid out in a lump-sum. The last day of actual work is the termination date for the employee. Employees may not add unused vacation days to their last day actually worked in order to postpone their termination date, whether for the purpose of accumulating more vacation time, prolonging insurance benefits or for any other purpose.
4. A vacation day shall be considered 14 hours, 8.5 hours or 8.0 hours.
5. All vacation requests must be submitted in writing.
6. Employees must give at least two (2) weeks' notice to the Fire Chief or their designee to be considered for vacation leave. Time frame may be waived at the discretion of the Fire Chief or his or her designee.

## ARTICLE XI: HOLIDAYS

### Section 1

The following shall be paid holidays:

New Year's Day

Martin Luther King Day

President's Day

Patriots' Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Christmas Day

### Section 2

For the purpose of this Article, the "Holiday" is the twenty-four (24) hour period commencing at 12:01 A.M. on the day of the celebration of each day listed in this section.

### Section 3

Employees who are scheduled to work on paid holidays are required to work those days, however they will be given an extra days pay that will be considered Holiday Pay and time and one-half (1½) for all hours worked.



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### Section 4

If an employee is not scheduled to work on a holiday, they shall receive an additional days pay (straight time) that will be considered Holiday Pay.

## ARTICLE XII: BEREAVEMENT LEAVE AND PERSONAL LEAVE

### A. BEREAVEMENT LEAVE

The Town will pay up to three (3) days leave with full pay in the event of the death in the immediate family: *i.e.*, Mother, Father, Brother, Sister, Spouse, Children, Mother-in law, Father-in-law. Time off will not be unreasonably requested or denied.

### B. PERSONAL LEAVE

1. Full-time employees who have completed one (1) full year of service shall be entitled to two (2) personal leave shifts each year. After three years of continuous service, full-time employees will be entitled to three (3) personal leave shifts each year. Application for such personal leave must be given to the Fire Chief or their designee, at least twenty-four (24) hours in advance of the shift(s) of such leave, except in an emergency. Leave may be used to meet personal obligations that cannot be met other than during working hours. Personal leave shall not be deemed an extension of vacation leave or sick leave.

2. Personal leave may not be taken in conjunction with a holiday.

## ARTICLE XIII: SICK LEAVE

1. All members of the Bargaining Unit shall earn sick leave at a rate of one and one-half (1½) days per month for a total of eighteen (18) days per year.

2. Sick leave may be accumulation from year to year for a total not to exceed forty (40) days.

3. Sick leave accumulation shall only be deducted for scheduled work shifts.

4. For periods of absence from work of three (3) or more consecutive work shifts a Doctors certificate shall be required by the Fire Chief or their designee.

5. All full time employees shall complete Town of Upton time sheets verifying time worked. The Fire Chief or its designee shall maintain said record.

### LONG-TERM SICK PAY

Any employee, when disabled by an accident or injury occurring outside of his or her employment is entitled to short-term disability insurance provided by the Town. The employee will be responsible for paying income taxes on the premium for his/her insurance. The employee will be required to provide medical documentation including diagnosis, prognosis and possible return to work date signed by a medical doctor. The specifics of the plan are:



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1. During the first fifteen (15) calendar days of disability the employee will utilize his/her accumulated sick time.
2. After Step 1 the employee will be paid by the insurance company for up to 166 more calendar days. The employee will receive seventy percent (70%) of his/her weekly pay up to \$1,000 per week on a tax free basis. The employee will be responsible for paying to the Town his/her share of any weekly deductions normally taken out of their pay.
3. The Town offers a Long Term Disability policy, which is 100% employee paid, provided a minimum number of employees participate as determined by the Insurance Company.

## ARTICLE XIV: LAY OFF AND SEVERANCE

### Section 1

When an employee is laid off due to lack of work, insufficient funding, or other legitimate reasons, he/she will be given such advance notice as is reasonably possible and he/she will be given two (2) weeks' severance pay in the event he/she is not given thirty (30) days advance notice.

### Section 2

The Town recognizes and will apply the principal of seniority in the matter of layoffs. The Town shall lay off personnel in the reverse order of seniority, *i.e.*, Bargaining Unit Members with the least service shall be laid off first. The Town agrees to recall laid-off personnel by seniority rather than make new hires and not fill full time positions with part time or call firefighters. Employees recalled shall notify the Town if they will accept reinstatement within seven (7) days of notification of such.

## ARTICLE XV: COMPENSATION

### Section 1

Pay Schedule: All employees covered by this agreement shall receive the following wages according to the step scale listed below:

	FY2016	FY2017	FY2018
Step	(2.0%)	(2.0%)	(2.0%)
1	\$1,074.51	\$1,096.00	\$1,117.92
2	\$1,095.99	\$1,117.91	\$1,140.27
3	\$1,117.92	\$1,140.28	\$1,163.08

Steps are 2%.

### Step 1

Base rate for new hire.



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### Step 2

Graduation from the Massachusetts Firefighting Academy Fulltime Recruit Training Program or Equivalent Full-Time Recruit Training Program with Firefighter I & II Certification, Hazardous Materials Operations Tested to Certification and EMT-B Certification or EMT Paramedic Certification.

### Step 3

Graduation from the Massachusetts Firefighting Academy Fulltime Recruit Training Program or Equivalent Fulltime Recruit Training Program with Firefighter I & II Certification, Hazardous Materials Operations Tested to Certification and EMT-B Certification or EMT Paramedic Certification. and greater than 2 years of service with Upton Fire/EMS.

### Section 2

Any Bargaining Unit Member designated by the Chief or his/her designee to act as the Officer-in-charge "OIC" of a shift shall receive an additional one dollar and fifty cents (\$1.50) per hour for each shift he/she is so designated. The OIC shall be appointed by the Chief or their designee, on a shift-by-shift basis, when deemed necessary by the Chief of the department. The OIC shall be responsible for the daily operation of the Department, including assignments, filling shifts, speaking to visitors or answering telephone inquiries. The OIC will represent the Chief of the Department at meetings, respond to inquiries from Town Department Heads or the Town Manager and ensure the continued daily operation of the Department. The OIC may assume command at a Fire or EMS incident and will remain in command unless relieved by an officer. The OIC appointment shall be rotated, on a daily basis, through senior staff of on-duty career Firefighter/EMT's. Members who are appointed OIC must demonstrate their ability to make sound decisions and manage the daily operation of the department. There is no requirement that a Department member participate in this program.

### Section 3

The Bargaining Unit Members daily activities shall come under the direction of the Chief of the Fire Department or his designee. During fire operations, the Bargaining Unit Members shall come under the command structure of the Upton Fire Department. Bargaining Unit Members, who have successfully graduated from the Massachusetts Full-time Recruit Firefighting Academy, are certified Firefighter I and II and have at least two (2) years full-time experience with the Upton Fire Department shall, upon recommendation and approval of the Fire Chief, become senior members of the Fire Department.

### Section 4

All bargaining unit members shall be paid for their attendance at all scheduled department training and other classes approved by the Chief. Employees will be paid for time and one half of all hours in a work week that exceed forty-two (42) hours.

### Section 5

Longevity Pay: Payments will be provided to qualifying employees on the anniversary of their date of hire annually, provided the years are for *continuous* employment service within the Fire/EMS Department as follows:



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10-14 years: \$450.00 per year  
15-19 years: \$500.00 per year  
20-24 years: \$550.00 per year  
25 years: \$600.00 per year

### Section 6

Bargaining unit members when credentialed as a Level 1 Fire Inspector shall receive a \$0.15 increase in their hourly wage. Members who become credentialed as a Level 2 Inspector shall receive an additional \$0.20 increase in their hourly wage.

## ARTICLE XVI: COMPUTATION OF SERVICE AND SENIORITY

Only full-time, continuous service on or with the Upton Fire Department since the employee's date of hire shall be included in computing length of service, except for computation of vacation credit, sick leave accumulation or retirement credit allowed by statute or By-Law and all leaves of absence for military service, in accordance of the employee on the Fire Department shall be so included.

## ARTICLE XVII: PAID DETAILS

1. Bargaining Unit Members shall have the right of first refusal of all outside paid details on their off duty hours. The employer shall maintain a book of bargaining unit members starting with the most senior to the least senior and it rotates through. If the bargaining unit member is not available for the shift the name goes to the bottom of the list.
2. A paid detail is defined as a tour of duty outside the regular hours of work resulting from the request of a third party of which the third party has requested a detail or the detail has been ordered by the Chief or his/her designee of the Upton Fire Department, for which the third party could be held financially responsible for payment of the detail.
3. Paid detail shall be for a minimum of four (4) hours pay.
4. Bargaining Unit Members shall be compensated at the rate of pay equal to time and one half their hourly rate.

## ARTICLE XVIII: UNIFORM ALLOWANCE

### Section 1

New Employee Uniform and Clothing Allowance: A new employee will be outfitted with the following: four (4) long-sleeved shirts, four (4) short-sleeved shirts, four (4) pairs of work pants, one (1) pair of work boots or shoes, one (1) work jacket, one (1) belt, and appropriate badges, name tags and collar pins. New employees will receive the required firefighting turnout gear as needed.



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### **Section 2**

All members shall receive, in addition to all issued personal protective gear, an annual uniform allowance for the purchase and cleaning of uniform clothing for that year. All requests for purchases shall be approved by the Fire Chief and by Town invoice.

- a) 07-01-2015 \$850
- b) 07-01-2016 \$850
- c) 07-01-2017 \$850

## **ARTICLE XIX: NO-STRIKE PROVISION**

1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, slowdown or withholding of services.

2. Should any employee or group of employee's covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services, and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the written request of the Municipal Employer, The Union shall take all responsible means to induce such employee or group of employee's to terminate the strike, work stoppage, slowdown or withholding of service and return to work.

3. Any employee who engages in a strike, work stoppage, slowdown, or withholding of services shall be subject to discipline and discharge proceedings by the Town.

## **ARTICLE XX: SEVERABILITY OF PROVISIONS**

If any of the provisions of this Agreement, or application thereof to any person or circumstances, is held unconstitutional or otherwise invalid, the remaining provisions of the Agreement and the application of such provisions to other persons or circumstances, other than those to which it is held invalid, shall not be affected thereby.

## **ARTICLE XXI: DEDUCTION OF DUES AND FEES**

### **1. Union Dues**

Upon receipt of signed authorization cards, the Town shall deduct Union dues from the compensation paid to each member of the Union. The Town shall forward any such deductions to the Treasurer of the Union each month following the month of deductions.



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### **2. Agency service fee**

- a) Effective thirty (30) days after the signing of this Agreement, it shall be a condition of employment that all employees, that are qualified to be in the Bargaining Unit who are not members of the Union and who have been employed for thirty (30) days or more shall pay an agency service fee. Such fee shall be paid monthly and shall be the amount equal to the amount of the periodic dues charged by the Union to its members.
- b) The Union agrees to refund to the Town any amount paid to it in error on account of the check off and agency fee provision upon proper evidence thereof.
- c) The Union certifies, in writing, that this Collective Bargaining Agreement is formally executed pursuant to a vote of the majority of all employees in the Bargaining Unit present and voting.
- d) Authorization for payroll deductions of agency fees shall be made by executing a written assigned form.

### **3. Indemnification**

The Union will indemnify, defend, and hold the Town harmless against any and all costs, including attorneys', arising out of any claims made or any suits instituted against the Town on account of any check off a Union dues or agency fee provision or any allegedly wrongful withholding of pay by the Town pursuant to such provision.

## **ARTICLE XXII: INSURANCE COVERAGE**

1. Employees under the jurisdiction of this Agreement shall be covered by the Town's group health and life insurance plans. It is agreed that the Town will grant to the employees covered by this agreement any and all improvements in insurance benefits offered to other Town employees after the signing of this agreement.

2. The Town shall offer to the Bargaining Unit Members a Health Maintenance Organization policy similar to, but not identical to, the health maintenance policy offered to Town employees and a Preferred Provider Plan policy similar to, but not identical to, the Preferred Provider Plan policy offered to town employees agreed to by the Insurance Advisory Committee on April 11, 2012.

3. The employee's contribution shall be deducted in four (4) equal amounts from each paycheck each month and the employee shall be entitled to receive either individual or family coverage.

4. Insurance coverage will state: July 1, 2012 whereby the Town will contribute 75% and the employees will contribute 25% for the Health Maintenance Organization Plan. The contribution rates for the preferred provider indemnity plan shall be 60% by Town and 40% by the employee.



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5. The Town agrees to provide employees with a “Flexible Spending Account” or “FSA” for which they may pay for eligible medical expenses by payroll deduction.

6. Health Insurance Opt-Out Plan: Any employee who obtains health insurance elsewhere and does not use the Town’s plan is eligible to receive up to \$1,500/year for an individual plan and \$3,000 for a family plan. The requirements of the plan are outlined in the Town’s Personnel Bylaws as amended in May, 2015.

## ARTICLE XXIII: MISCELLANEOUS

### 1. Educational incentive

- S.A.F.E. Coordinator, \$500.00 annually;
- Fire Officer I & II, \$500.00, one-time stipend and not annually;
- Certified Lead Fire Inspector I & II, \$500.00 annually;
- IMSA Certified Fire Alarm Tech: \$500.00 annually;
- Certified Fire Instructor I & II: \$500 annually for training;
- Certified Paramedic with PHTLS, PALS, AMLS, and ACLS \$3,000.00 Annually
- Certified EMT-B, \$650.00 annually;
- ALS Coordinator, \$500.00 annually

### 2. EMS and Training

All present opportunities for employment and training now available to members from the Town or its Departments shall remain available to the members of the Bargaining Unit. All bargaining unit members must keep and maintain their EMT certification which includes EMT-B, EMT-I and EMT-P. Failure to do so will mean a bargaining unit member is unable to fulfill their duties and may be subject to termination of employment.

#### SECTION 2.1

Bargaining unit members covered by this Agreement who were appointed to the Department on or before July 1, 2014 shall be eligible to be sponsored by the Town to participate in an OEMS-approved Paramedic Certification Program. They shall not be required to obtain paramedic certification, but if they are interested in doing so they shall have the opportunity to do so prior to other members.

#### SECTION 2.2

Eligible Employees who participate in the OEMS-approved Paramedic training program shall be paid their regular salary while attending the program. Additionally, participating



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employees shall receive a per diem stipend for meals and travel, subject to approval of the Fire Chief. The Department will pay for tuition, training materials and testing expenses. The Department shall also pay for any special uniforms or equipment required as part of the approved paramedic training and certification program. Participating employees shall present the Fire Chief with course schedules and expenses for review and approval.

### SECTION 2.3

An employee who successfully completes and passes the Paramedic Certification Program shall agree to remain employed as an active career employee of the Department for a minimum of thirty-six (36) months following the date he/she obtains the Paramedic certification from said program. An employee who fails to comply with this obligation shall be required to reimburse the Department the full cost of such training, including the cost of tuition, training materials, uniforms, stipends and travel expenses. The amount of reimbursement shall be reduced by \$333 for each complete month that said employee remains employed by the department following certification; with no obligation to reimburse the department after 36 months of post-certification employment. An employee who does not remain employed for 36 months agrees to reimburse the Department within ninety (90) days of receipt of the Department's written demand for such payment.

### 3. Fire Inspector Program

All bargaining unit members must take and successfully complete the Department of Fire Services Fire Inspector program which includes the following levels:

Basic Fire Inspector

Fire Inspector Level 1

Fire Inspector Level 2

This must be completed within this contract period. Employees will receive an increase in their hourly rate of pay upon completion of Level 1 and then Level 2 as outlined in Item # 7.

### 4. Company Officer Stipend

All bargaining unit members are eligible for up to a \$2,750 stipend to participate in the Company system. They shall receive \$2,100 as a firefighter, and \$650 as an EMT or Paramedic (or both) provided that they comply with the regulations of the company system, hold no other Officer's rank and live within six (6) miles driving distance from their residence to the Upton Fire Department.

### 5. Line-of-Duty Injury

A. Whenever a firefighter is incapacitated from performing any of the duties of a firefighter because of an injury sustained in the performance of his/her duty without fault or gross negligence of his own, s/he shall be granted leave without loss of pay for the period of such incapacity in accordance with the provisions of C. 41, §111F and this Contract.



## COLLECTIVE BARGAINING AGREEMENT

No such leave shall be granted for any period after such firefighter has been retired or pensioned in accordance with law. Leave without loss of pay for a firefighter who is on a leave of absence in accordance with either the provisions of this Agreement and/or other applicable statutes shall include his/her regular pay and other benefits which, however, shall be subject to being pro-rated to the extent that is specifically set forth in this Agreement.

B. The said leave shall terminate when a physician designated by the Town determines that such incapacity no longer exists pursuant to Chapter 41, Section 111F of the Massachusetts General Laws.

A notice of injury must be filed within 24 hours of the event causing the injury providing the individual is capable of doing such.

### 6. Non-Discrimination

The provisions of this Agreement shall apply to all employees within this Bargaining Unit regardless of religion, handicap, age, sex, race, color, national origin, sexual orientation, or membership or non-membership in the Union. Employees may file and pursue a grievance under the grievance arbitration clause of this Agreement.

## ARTICLE XXIV: EXPRESSED WAIVER CLAUSE

The parties agree and intend that this written Agreement sets forth the wages, rates of pay, hours and working conditions of employment of employees covered that are to govern during the terms of this Agreement; and no other terms or conditions shall be added to or otherwise subtracted from this Agreement during its term, by arbitration or otherwise unless both parties to this agreement agree.

## ARTICLE XXV: DURATION OF AGREEMENT

1. This Agreement shall take effect as of 1 July 2015 and continue in full force and effect to and including 30 June 2018, a period of three (3) years. It is further agreed that if no new agreement has been signed prior to said expiration date; this agreement shall remain in full force and effect until such new Agreement has been signed.

2. On or after 1 December 2017, the Union may notify the Town of its desire to begin negotiations on a successor agreement.



COLLECTIVE BARGAINING AGREEMENT

TOWN OF UPTON  
BOARD OF SELECTMEN

  
Kenneth E. Picard, Chairman

Date: 5 Jan 2016

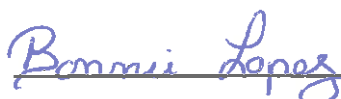
  
James A. Brochu, Member

Date: 1/5/2016

  
Robert J. Fleming, Member

Date: 5 Jan 16

LOCAL 3338A UPTON PERMANENT FIREFIGHTERS ASSOCIATION

  
Bonnie Lopez, President

Date: 12-31-15

  
Brian Kemp, Vice President

Date: 12-31-2015